

THE CHANCELLOR :

The bill in this case alleges that William Gibbons, the father of the female complainant, in the month of November, 1809, purchased of one Robert Corry, a lot of ground in the city of Baltimore, for which he gave his two promissory notes, each for the sum of \$1000, dated on the 25th of that month and year, and payable in six and twelve months, respectively, from that date. That thereupon he took from Corry a bond of conveyance for the property, a copy of which is exhibited with and made part of the bill, that Schwartz and William McDonald, the testator of one of the defendants, Samuel McDonald, became the sureties of said Gibbons, by indorsing his notes for the purchase money, and that Gibbons for the purpose of indemnifying them as his sureties, assigned to them, or to Schwartz, for their joint security, the said bond of conveyance, as appears by a copy of the assignment indorsed thereon.

That Gibbons died before the maturity of the notes, leaving as his only children and heirs at law, the female complainant and two infant male children, long since dead, without issue and intestate, so that the said female complainant is now his only surviving heir at law. The bill then charges, "that at the time of the assignment of the bond of conveyance to the said Schwartz and McDonald, it was agreed by and between them and the said Gibbons, that if the said Gibbons should make default in the payment of the said promissory notes, that his said sureties should take and hold possession of said property, and out of the rents and profits thereof, should pay themselves for all outlay and expense, which they might incur for their said suretyship, and should hold and occupy the said property for the benefit of said Gibbons and his heirs, after such payment and indemnification." "That by reason of the death or inability of Gibbons to pay the notes, Schwartz and McDonald were compelled to pay them, in consideration whereof, and of the assignment aforesaid, Corry, on the 15th day of March, 1811, conveyed the property to them as tenants in common, and that they, the said Schwartz and McDonald, have, from the rents and profits, been fully indemnified ; so that the purposes of the